

AFTER RECORDING, PLEASE RETURN TO:

Robert J. Grow, Esq.
ROOKER, LARSEN, KIMBALL & PARR
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

3792104

FIRST SUPPLEMENT
TO
DECLARATION OF CONDOMINIUM
OF THE
SHADYBROOK CONDOMINIUM PROJECT

THIS SUPPLEMENT is made and executed this 2nd day of May, 1983, by MILLSTREAM ASSOCIATES, INC., a Utah corporation (hereinafter, the "Declarant"), is made and executed in part by the MANAGEMENT COMMITTEE OF THE SHADYBROOK CONDOMINIUM PROJECT, an entity created pursuant to the Utah Condominium Ownership Act (hereinafter, the "Committee"), and is consented to by UNIT OWNERS in the Shadybrook Condominium Project (hereinafter, the "Project") collectively owning at least sixty-seven percent (67%) of the undivided ownership interest in the Project's Common Areas and Facilities.

I. RECITALS:

A. On July 29, 1982, Declarant created the Project by filing for record in the office of the Recorder of Salt Lake County, Utah: (i) an instrument entitled "Declaration of Condominium of the Shadybrook Condominium Project" (hereinafter, "Original Declaration") as Entry No. 3697564, in Book 5400, at Page 103; and (ii) an instrument styled "Record of Survey Map of the Shadybrook Condominium Project" (hereinafter, "Original Map") as Entry No. 3697563, in Book 82-7 of Plats, at Page 63. The Project, as so created, included the following-described real property located in Salt Lake County, State of Utah:

See Exhibit "C" attached hereto and incorporated herein by this reference.

[Terms used herein that are defined in the Original Declaration shall have the meanings ascribed to them therein.]

B. As more fully set forth in Sections 36 through 40, inclusive, of the Original Declaration, Declarant reserved the unilateral right (i.e., without the consent of the Committee, the Association, any Unit Owner, or any other person or entity) to expand the Project by addition(s) of all or any part of the Additional Land to the Project in accordance with said Sections.

55^a
REC'D DEP
MAY 11 4 48 PM '83
Rooker, Larsen, Kimball,
Parr

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY
UTAH

Wayne Harper

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Concurrently with recordation of this Supplement, there is being recorded in the office of the Recorder of Salt Lake County, Utah an instrument styled "Record of Survey Map of the Shadybrook Condominium Project Phase II" (hereinafter, the "Phase II Map") which, together with this Supplement, adds to the Project the following-described real property (hereinafter, "Added Parcel") located in Salt Lake County, Utah:

All portions of the real property described on Exhibit "B" attached hereto and incorporated herein by this reference which did not previously constitute a portion of the Shadybrook Condominium Project (i.e., which were not shown as part of said Project on the Original Map).

C. This Supplement and the Phase II Map are also recorded: (i) to amend the Original Map to permit Declarant's construction of a portion of Unit 107 on what was described on the Original Map as Common Area; and (ii) to grant to Declarant the "Access Easement" defined and described on the Phase II Map. As a result, those portions of this Supplement and the Phase II Map which accomplish the immediately foregoing items (i) and (ii) constitute amendments to the Original Declaration and Original Map and effect the following-described real property located in Salt Lake County, Utah:

All portions of the real property described on Exhibit "B" attached hereto and incorporated herein by this reference which did previously constitute a portion of the Shadybrook Condominium Project (i.e., which were shown as part of the Project on the Original Map).

Under Section 42 of Article III of the Original Declaration, the Original Declaration and Original Map may be amended by the vote of at least sixty-seven percent (67%) of the undivided ownership interest in the Common Areas and Facilities. Section 35 of said Article III further provides that the requirement of a vote under said Section 42 may be fully satisfied by obtaining the written consent of Unit Owners owning at least sixty-seven percent (67%) of the undivided ownership interest in the Common Areas and Facilities. Declarant and the other Unit Owners whose consents appear at the end of this Supplement currently own more than sixty-seven percent (67%) of the undivided ownership interest in the Common Areas and Facilities. Said Section 42 also requires

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that the Committee execute and certify to certain matters with respect to any amendment to the Original Declaration or Original Map. As a result, the Committee has made and executed those portions of this Supplement and the Phase II Map which relate to accomplishing the foregoing items (i) and (ii). Said Section 42 also requires the consent of Eligible Mortgagees to certain classes of amendments to the Original Declaration and Original Map. There are presently no Eligible Mortgagees, and therefore, Eligible Mortgagee consent is not required to this Supplement or the Phase II Map.

II. EXPANSION OF PROJECT

NOW, THEREFORE, in accordance with the procedure set forth in Section 38 of Article III of the Original Declaration for expansion of the Project and in conjunction with addition to the Project of the Added Parcel, Declarant hereby makes the following declarations and provides the following information.

1. Identification of Documents. Data sufficient to identify the Original Declaration and Original Map is set forth in Recital "A" above.
2. Legal Description. The legal description for the portion of the Additional Land being added to the Project (herein referred to as the "Added Parcel") is set forth in Recital "B" above.
3. Description of Added Parcel Improvement. The significant improvements located upon the Added Parcel include Buildings R and S containing Units 101 through 107, inclusive, asphalt and concrete driveways and parking areas, fencing, and landscaping. The location and configuration of such improvements are depicted on the Phase II Map. The Phase II Map shows the location, number of stories, and dimensions of the Units located on the Added Parcel. Each of the Buildings located on the Added Parcel is composed of the same materials as the Buildings originally contained in the Project, which materials are described in detail in the last sentence of Section 1 of Article III of the Original Declaration.
4. Limited Common Areas. The Limited Common Areas created within the Added Parcel consist of all of the following which are labeled as such on the Phase II Map: (i) All patios, porches, balconies, and decks, if any, attached or adjacent to a Unit; and (ii) The private yard area, if any, adjacent to a Unit.

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The exclusive use of each patio, porch, balcony, deck, or private yard area is reserved to the Unit which it adjoins, with which it is associated, or as designated on the Phase II Map.

5. Status of Title and Reservations for Declarant. The Added Parcel is submitted to the provisions of the Act and added to the Project together with the appurtenances and subject to the restrictions, reservations, and other matters set forth on Exhibit "D" attached hereto and incorporated herein by this reference.

6. Amended Exhibit "A". Exhibit "A" attached hereto and incorporated herein by this reference furnishes the information described in Section 3 of Article III of the Original Declaration for each Unit contained in the Project from and after the addition of the Added Parcel to the Project. The undivided ownership interests in the Common Areas and Facilities set forth on said Exhibit "A" have been computed and derived as described in Section 4 of Article III of the Original Declaration. From and after the effective date of this Supplement, Exhibit "A" attached hereto shall automatically become effective for all purposes and shall completely supersede the Exhibit "A" attached to the Original Declaration.

III. AMENDMENT OF ORIGINAL DECLARATION AND MAP

NOW, THEREFORE, for the purpose of amending the Original Declaration and the Original Map and in accordance with the procedures set forth in Sections 35 and 42 of Article III of the Original Declaration, the Original Declaration and Original Map are hereby amended as follows:

1. Location of Unit 107. Declarant is hereby granted the right to construct and locate Unit 107 where, and as, shown on the Phase II Map notwithstanding that a portion of said Unit shall thereby be located in an area formerly designated as Common Area on the Original Map.

2. Access Easement. Declarant is hereby granted the "Access Easement" defined and described on the Phase II Map.

3. Effective Date. This Supplement will take effect upon recording in the office of the Recorder of Salt Lake County, Utah. Thereupon, the Declaration for the Project shall consist of the Original Declaration, as amended and supplemented by this Supplement, and the Record of Survey Map for the Project shall

consist of the Original Map, as amended and supplemented by the Phase II Map.

IV. EXECUTION AND CERTIFICATION BY COMMITTEE

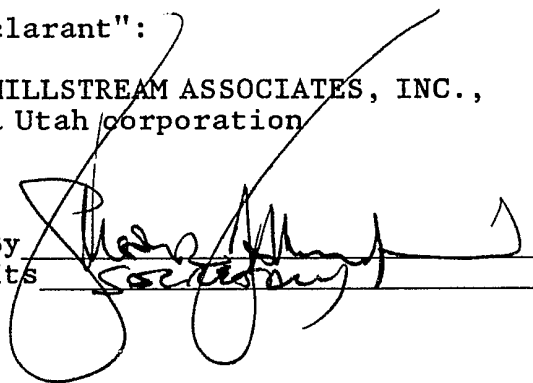
NOW, THEREFORE, pursuant to the procedures set forth in the Original Declaration for implementing the amendments set forth in the foregoing Article III of this Supplement, the Committee hereby certifies as follows: (i) All facts and matters set forth in Recital "C" of this Supplement are true and correct; (ii) The requirement of a vote under Section 42 of the Original Declaration to approve the amendments to the Original Declaration and Original Map set forth in Article III hereof was fulfilled by obtaining the written consents appended hereto of Unit Owners owning more than sixty-seven percent (67%) of the undivided ownership interest in the Common Areas and Facilities, as provided in Section 35 of Article III of the Original Declaration; and (iii) There are no Eligible Mortgagees from whom consent to said amendments is required.

EXECUTED the day and year first above written.

"Declarant":

MILLSTREAM ASSOCIATES, INC.,
a Utah corporation

By
Its



A handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to be 'Peter [unclear]'. The line is positioned below the words 'By' and 'Its'.

"Committee":

MANAGEMENT COMMITTEE OF THE SHADYBROOK CONDOMINIUM PROJECT, an entity created pursuant to the Utah Condominium Ownership Act

By Richard M. Lambert, President

LEONE
NOTARY
STATE OF UTAH)
COUNTY OF SALT LAKE) :ss.

On this 2nd day of May, 1983, personally appeared before me Sherman D. Farmer, who being by me duly sworn did say that he is the Secretary of MILLSTREAM ASSOCIATES, INC., a Utah corporation, and that the foregoing First Supplement to Declaration of Condominium was signed in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and said he acknowledged to me that said corporation executed the same.

My Commission Expires:

3-29-85

Jean Leone
NOTARY PUBLIC
Residing at: S.L.C. U.

STATE OF UTAH)
COUNTY OF SALT LAKE) :ss.

On this 2nd day of May, 1983, personally appeared before me Richard M. Lambert, who being by me duly sworn did say that he is the President of the Management Committee of the Shadybrook Condominium Project, and did verify to me that the contents of the certification set forth in Article IV hereof are true and correct, and did say that he signed the foregoing First Supplement to Declaration of Condominium of the Shadybrook Condominium Project on behalf of said Management Committee, and did acknowledge to me that said Management

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Committee executed said First Supplement to Declaration of
Condominium of the Shadybrook Condominium Project.

My Commission Expires:

3-29-85

Sean Leone
NOTARY PUBLIC

Residing at: S. L. Co., UT

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CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit Nos. 1, 3, 4, 13, 16, 17, 18, 20, 21, 24, 25, 26, and 34 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto thirty-four and four hundredths percent (34.04%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consents to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.

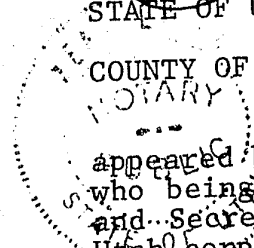
SHADYBROOK CONDOMINIUM
LIMITED, a Utah Limited
Partnership, By Its General
Partner, Millstream
Associates, Inc., a Utah
Corporation

ATTEST:

By [Signature]
Its Secretary

By [Signature]
Its President

STATE OF UTAH)
) :ss.
COUNTY OF SALT LAKE)



On this 4th day of May, 1983, personally appeared before me Jerrald K. Boone and Sherman D. Harmer, Jr. who being by me duly sworn did say that they are the President and Secretary, respectively, of Millstream Associates, Inc., a Utah corporation, that said corporation is the General Partner of SHADYBROOK CONDOMINIUM LIMITED, a Utah Limited Partnership, and did verify to me that the contents of the foregoing Consent of Unit Owner(s) are true and correct, and did acknowledge to me that said Corporation and Partnership executed the same.

My Commission Expires:

3-29-85

[Signature]
NOTARY PUBLIC
Residing at: S.L.C., Ut.

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CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit Nos. 7, 10, 14, 19, and 29 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto fourteen and thirty-three hundredths percent (14.33%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consents to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.

ATTEST:

MILLSTREAM ASSOCIATES, INC.,
a Utah corporation

By [Signature]
Its Secretary

By [Signature]
Its President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 4th day of May, 1983, personally appeared before me Jerrald K. Boone and Sherman D. Harmer, Jr. who being by me duly sworn did say that they are the President and Secretary, respectively, of MILLSTREAM ASSOCIATES, INC., a Utah corporation, and did verify to me that the contents of the foregoing Consent of Unit Owner(s) are true and correct, and that the foregoing Consent of Unit Owner(s) was signed on behalf of said corporation by authority of its bylaws or a resolution of its Board of Directors, and said officers acknowledged to me that said corporation executed the same.

My Commission Expires: 3-29-85

[Signature]
NOTARY PUBLIC
Residing at: S.L.C., Ut.

CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit No. 31 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and fifty-three hundredths percent (2.53%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consents to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.

Joseph W. Mongold
Joseph W. Mongold

STATE OF UTAH)
NOTARY PUBLIC)
COUNTY OF SALT LAKE) :ss.

On this 30th day of APRIL, 1983, personally appeared before me Joseph W. Mongold, who being by me duly sworn did say that he executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.

My Commission Expires:

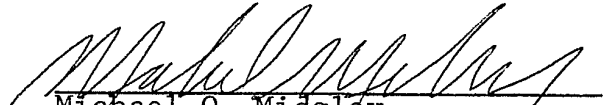
3-29-85

Jean Leone
NOTARY PUBLIC
Residing at: S.L.C., Ut.

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CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit No. 28 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and forty-six hundredths percent (2.46%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consents to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.

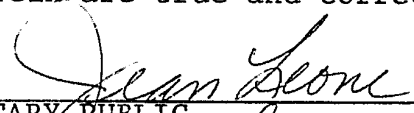

Michael Q. Midgley

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 2nd day of May, 1983, personally appeared before me Michael Q. Midgley, who being by me duly sworn did say that he executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.

My Commission Expires:

3-29-85


NOTARY PUBLIC

Residing at: S.L.C. UT

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CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit No. 9 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and ninety-six hundredths percent (2.96%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consent to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.

Michael D. Edwards

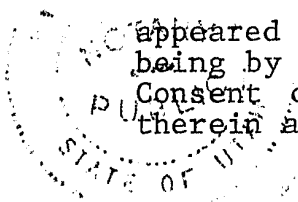
Michael D. Edwards

Judith F. Edwards

Judith F. Edwards

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On this 2nd day of May, 1983, personally appeared before me Michael D. Edwards and Judith F. Edwards, who being by me duly sworn did say that they executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.



My Commission Expires:

3-29-85

Jean Leone

NOTARY PUBLIC

Residing at: S.L.C. Ut.

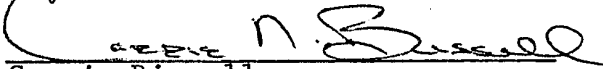
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CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit No. 27 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and fifty-three hundredths percent (2.53%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consent to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.



Tim Bissell

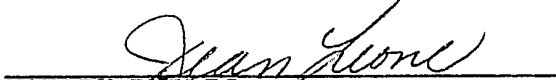


Carrie Bissell

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 2nd day of May, 1983, personally appeared before me Tim Bissell and Carrie Bissell, who being by me duly sworn did say that they executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.

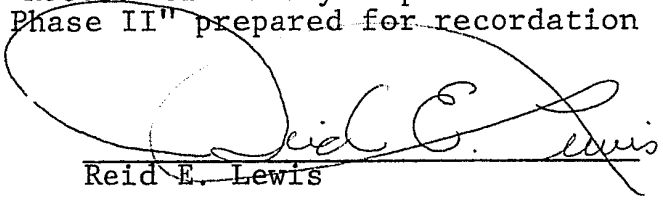
My Commission Expires:
3-29-85



NOTARY PUBLIC
Residing at: S. L. C. Ut.

CONSENT OF UNIT OWNER(S)

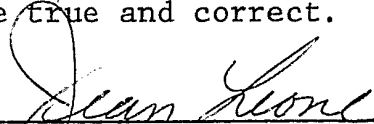
The undersigned, being all of the Owners of Unit No. 2 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and twelve hundredths percent (2.12%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consents to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.


Reid E. Lewis

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 1ST day of MAY, 1983, personally appeared before me Reid E. Lewis, who being by me duly sworn did say that he executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.

My Commission Expires:
3-29-85


NOTARY PUBLIC
Residing at: JRC UT

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CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit No. 38 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and ninety-seven hundredths percent (2.97%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consents to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.

Colleen Cohne
Colleen Cohne

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this 2nd day of May, 1983, personally appeared before me Colleen Cohne, who being by me duly sworn did say that she executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.

My Commission Expires:


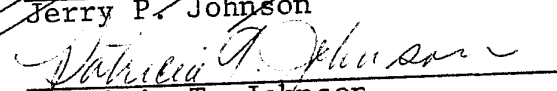
3-29-85

Jean Leone
NOTARY PUBLIC
Residing at: S.L.C.U.

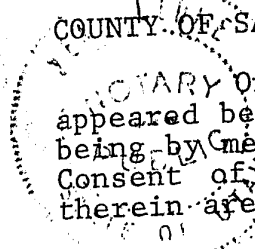
BOOK 5458 PAGE 1291

CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit No. 30 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and fifty-three hundredths percent (2.53%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consent to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.

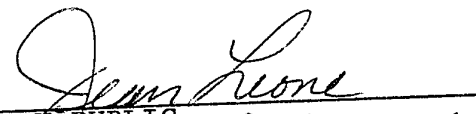

Jerry P. Johnson

Patricia T. Johnson

STATE OF UTAH)
) :ss.
COUNTY OF SALT LAKE)



On this 2nd day of May, 1983, personally appeared before me Jerry P. Johnson and Patricia T. Johnson, who being by me duly sworn did say that they executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.

My Commission Expires:
3-29-85


NOTARY PUBLIC
Residing at: S.L.C. Ut.

CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit No. 8 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and ninety-six hundredths percent (2.96%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consent to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.

Russell H. White
Russell H. White

Ruth M. White
Ruth M. White

STATE OF UTAH)
COUNTY OF SALT LAKE)
:ss.

NOTARY On this 2nd day of May, 1983, personally appeared before me Russell H. White and Ruth M. White, who being by me duly sworn did say that they executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.

My Commission Expires:

3-29-85

Jean Stone
NOTARY PUBLIC
Residing at: S.L.C. UT.

CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit No. 37 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and ninety-six hundredths percent (2.96%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consent to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.

Curtis L. Marrs
Curtis L. Marrs
Marilyn L. Marrs
Marilyn L. Marrs

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 2nd day of May, 1983, personally appeared before me Curtis L. Marrs and Marilyn L. Marrs, who being by me duly sworn did say that they executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.

My Commission Expires:

3-29-85

Jean Leone
NOTARY PUBLIC
Residing at: S. L. U.

CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit No. 11 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and ninety-seven hundredths percent (2.97%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consent to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.

Krehl O. Cook
Krehl O. Cook

Mary Gay Cook
Mary Gay Cook

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 2nd day of May, 1983, personally appeared before me Krehl O. Cook and Mary Gay Cook, who being by me duly sworn did say that they executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.

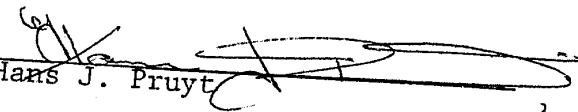
My Commission Expires:

3-29-85

Jean Stone
NOTARY PUBLIC
Residing at: S.L.C., UT

CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit No. 22 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and six hundredths percent (2.06%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consents to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.

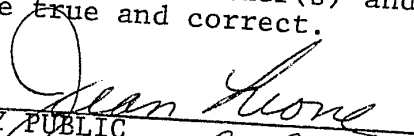

Hans J. Pruyt

STATE OF UTAH)
COUNTY OF SALT LAKE) :ss.

On this 2nd day of May, 1983, personally appeared before me Hans J. Pruyt, who being by me duly sworn did say that he executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.

My Commission Expires:

3-29-85

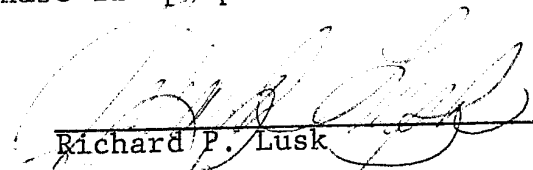

NOTARY PUBLIC

Residing at: S.R.C. UT

BOOK 5458
PAGE 1300

CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit No. 12 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and ninety-six hundredths percent (2.96%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consent to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.


Richard P. Lusk

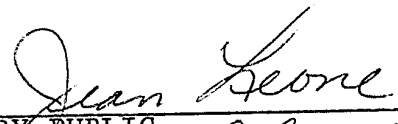

Vicki Boone Lusk

STATE OF UTAH)
NOTARY PUBLIC)
COUNTY OF SALT LAKE) :ss.

On this 2nd day of May, 1983, personally appeared before me Richard P. Lusk and Nicki Boone Lusk, who being by me duly sworn did say that they executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.

My Commission Expires:

3-29-85

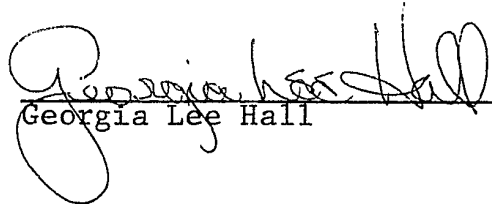

NOTARY PUBLIC

Residing at: S.R.C. Utah

BOOK 5458 PAGE 1301

CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit No. 32 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and forty-six hundredths percent (2.46%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consents to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.



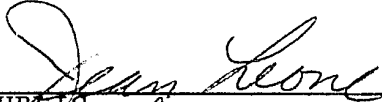
Georgia Lee Hall

STATE OF UTAH)
) : ss.
COUNTRY OF SALT LAKE)

On this 2nd day of May, 1983, personally appeared before me Georgia Lee Hall, who being by me duly sworn did say that she executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.

My Commission Expires:

3-29-85



NOTARY PUBLIC

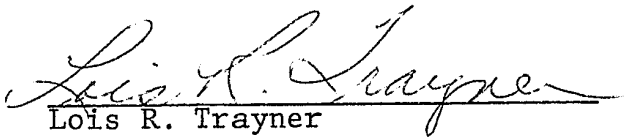
Residing at:

S.L.C. Ut

BOOK 5458 PAGE 1302

CONSENT OF UNIT OWNER(S)

The undersigned, being all of the Owners of Unit No. 33 in the Shadybrook Condominium Project, said Unit(s) having appurtenant thereto two and forty-six hundredths percent (2.46%) of the undivided ownership interest in said Project's Common Areas and Facilities, hereby consents to the amendments to said Project's Declaration of Condominium and said Project's Record of Survey Map contained in or shown on the foregoing "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" and the "Record of Survey Map of the Shadybrook Condominium Project Phase II" prepared for recordation concurrently therewith.



Lois R. Trayner

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 2nd day of May, 1983, personally appeared before me Lois R. Trayner, who being by me duly sworn did say that she executed the foregoing Consent of Unit Owner(s) and that the statements contained therein are true and correct.

My Commission Expires:

3-29-85


NOTARY PUBLIC
Residing at: S.L.C. UT.

BOOK 5458 PAGE 1303

EXHIBIT "A"
TO
FIRST SUPPLEMENT
TO
DECLARATION OF CONDOMINIUM
OF THE
SHADYBROOK CONDOMINIUM PROJECT

[An Expandable Condominium]

<u>Unit No.</u>	<u>Building No.</u>	<u>Size</u>	<u>Ownership Percentage</u>
1	A	1110	1.81
2	A	1140	1.87
3	A	1600	2.61
4	A	1600	2.61
5	A	1140	1.87
6	A	1110	1.81
7	B	1610	2.64
8	B	1600	2.61
9	B	1600	2.61
10	B	1610	2.64
11	C	1610	2.64
12	C	1600	2.61
13	C	1600	2.61
14	C	1610	2.64
15	D	1110	1.81
16	D	1140	1.87
17	D	1600	2.61
18	D	1600	2.61
19	D	1600	2.61
20	D	1600	2.61
21	D	1140	1.87
22	D	1110	1.81
23	E	1370	2.25
24	E	1340	2.19
25	E	1340	2.19
26	E	1370	2.25
27	F	1370	2.25
28	F	1340	2.19
29	F	1340	2.19
30	F	1370	2.25
31	G	1370	2.25
32	G	1340	2.19
33	G	1340	2.19

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34	G	1370	2.25
35	H	1610	2.64
36	H	1600	2.61
37	H	1600	2.61
38	H	1610	2.64
101	R	1010	1.64
102	R	1010	1.64
103	R	1010	1.64
104	S	1010	1.64
105	S	1010	1.64
106	S	1010	1.64
107	S	1010	1.64

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EXHIBIT "B"
TO
FIRST SUPPLEMENT
TO
DECLARATION OF CONDOMINIUM
OF THE
SHADYBROOK CONDOMINIUM PROJECT

[An Expandable Condominium]

The following described real property located in:

Beginning at the Northwest Corner of Lot 8, Block 20, Ten Acre, Plat "A", B.F.S., and running thence along the North Line of said Lot 8, N 89°55'33" E 165.00 feet; thence S 0°11'40" W 192.00 ft.; thence S 89°55'33" W 165.00 ft. to the West Line of said Lot 8, and the East Line of 700 East Street; thence N 0°11'40" E 192.00 ft. along said Line to the point of beginning.

Subject to a 24.75 ft. Right-of-Way described as follows: Beginning at the Northwest Corner of Lot 8, Block 20, Ten Acre Plat "A", B.F.S., and running thence N 89°55'33" E 165.00 ft., thence S 0°11'40" W 24.75 ft., thence S 89°55'33" W 165.00 ft.; thence N 0°11'40" E 24.75 ft. to the point of beginning.

Subject to all rights-of-ways, easements, and restrictions of record.

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EXHIBIT "C"
TO
FIRST SUPPLEMENT
TO
DECLARATION OF CONDOMINIUM
OF THE
SHADYBROOK CONDOMINIUM PROJECT

[An Expandable Condominium]

The following described real property situated in:

Beginning at a point which is S 89°56'44" W 165.99 ft. and N 0°11'21" E 242.24 ft. from the Southeast Corner of Lot 8, Block 20, Ten Acre Plat "A", B.F.S. and running thence S 89°56'44" W 432.38 ft.; thence N 0°11'40" E 139.04 ft.; thence S 89°55'33" W 166.333 ft. to the East Line of 700 East St.; thence N 0°11'40" E 60.00 ft. along said East Line; thence N 89°55'33" E 165.00 ft.; thence N 0°11'40" E 132.00 ft.; to the North Line of said Lot 8, Block 20; thence N 89°55'33" E 561.00 ft. along said North Line; thence S 0°11'21" W 66.00 ft.; thence S 89°55'33" W 141.00 ft.; thence S 0°11'21" W 132.95 ft.; thence N 89°55'33" E 13.683 ft.; thence S 0°11'21" W 132.24 ft. to the point of beginning. Contains 3.6708 Ac.

Subject to a 24.75 ft. Right-of-Way described as follows: Beginning at the N.W. Corner of Lot 8, Block 21, Ten Acre Plat "A", B.F.S., and running thence N 89°55'33" E 495.00 ft.; thence S 0°11'40" W 24.75 ft.; thence S 89°55'33" W 495.00 ft.; thence N 0°11'40" E 24.75 ft. to the point of beginning.

Subject to all right-of-ways, easements and restrictions of record.

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EXHIBIT "D"
TO
FIRST SUPPLEMENT
TO
DECLARATION OF CONDOMINIUM
OF THE
SHADYBROOK CONDOMINIUM PROJECT

[An Expandable Condominium]

The Added Parcel is submitted to the provisions of the Act and added to the Project together with the following appurtenances and subject to the following restrictions, reservations, and other matters:

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Tract at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee

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or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) To construct and complete each of the Buildings and all of the other improvements described in this Declaration or in the Survey Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; (ii) To construct and complete on the Additional Land or any portion thereof such improvements as Declarant or said assignee or successor shall determine to build in its sole discretion (and whether or not the Additional Land or said portion has been or thereafter will be added to the Project); and (iii) To improve portions of the Tract with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire 10 years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

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